MALAYSIAN REPORTS

Maeda Construction Co Ltd v Building Design Team & Ors

HIGH COURT (KUCHING) — SUIT NO KG 310 OF 1985
HAIDAR J
26 APRIL 1991

Arbitration — Award — Finality of arbitration proceedings — Remission of award to High Court for reconsideration dismissed — Referring issues back to arbitrator

This suit is filed by the plaintiff for works carried out as a sub-contractor in respect of a 12-storey building in Kuching. The suit was settled on 6 March 1986 by a consent court order. Under para 2 of the order, the second and third defendants agreed to pay the plaintiff a sum of $1,878,002.95 in full and final settlement of the plaintiff's claim. However, since there was a pending arbitration proceeding between the plaintiff and the second defendant, it was agreed as per para 3 of the order that a sum of $1,026,887.30 out of the said sum of $1,878,002.95 be retained and held in a fixed deposit account with a licensed bank in Malaysia under the joint names of the solicitors of the plaintiff and the second defendant and that only the balance of the said sum amounting to $852,115.65 be paid to the plaintiff. It would appear that the parties agreed to this arrangement because the second defendant wanted the plaintiff (being a foreign company) to provide security to meet the arbitration award.

The plaintiff filed a summons-in-chambers on 27 January 1991 seeking an order of the court for the release of the money held in the joint account of JC Fong & Benedict Lim in the Hongkong & Shanghai Banking Corporation on the ground that the arbitration process had been completed.

The plaintiff contended that the arbitration process had been completed as the arbitrator, Mr WY Chin, gave his award on 13 October 1988. The second defendant opposed the application alleging that the arbitration process has not been completed yet and that the plaintiff had initiated and took steps to further arbitrate the second defendant's claim for costs. It is further alleged that the plaintiff failed to pay the sum awarded by the arbitrator to the second defendant and claims the right to get interest as ordered by the arbitrator in the event of such default and also interests accrued (and accruing) in the joint account.

Held, allowing the application:

(1) The second defendant had applied to the High Court under s 23(1) of the Arbitration Act 1952 for the remission of the arbitrator's award for reconsideration. On 17 October 1990, this application was dismissed with costs. In that event, it would clearly appear that the award of the arbitration is final.

(2) The question of referring any issue back to the arbitrator does not arise here as when an arbitrator makes a valid award, his authority as an arbitrator comes to an end and with it his powers and duties in the arbitration and he is then functus officio. The arbitrator can then only respond to specific issues by consent of both the parties or by order of the court. Though the plaintiff would appear to have initiated and taken the steps to further arbitrate the second defendant's claim for costs, there is nothing on record to show that the second defendant agreed to such step taken by the plaintiff. Thus, the submission of the second defendant that the issue of miscellaneous costs and legal fees payable to the second defendant be reverted to the same arbitrator for his decision in a fresh/forthcoming arbitration has no merit whatsoever.

[Bahasa Malaysia summary

Guaman ini difail oleh plaintif bagi kerja-kerja yang dilaksanakan sebagai satu kontraktor kecil berkenaan dengan satu pembangunan 12-tingkat di Kuching. Guaman itu diselesaikan pada 6 Mach 1986 dengan satu perintah persetujuan. Di bawah perenggan 2 perintah itu, defendan kedua dan ketiga bersetuju membayar plaintif satu jumlah $1,878,002.95 dalam penyelesaian penuh dan muktamad tuntutan plaintif. Akan tetapi, oleh kerana terdapat satu prosiding timbangtara yang menunggu penyelesaian antara plaintif dan defendan kedua, telah dipersetujui seperti dalam perenggan 3 perintah itu bahawa satu jumlah $1,026,887.30 daripada jumlah $1,878,002.95 tersebut dipengangmilik dan disimpan dalam satu akaun simpanan tetap dengan sebuah bank berlesen dalam Malaysia di bawah nama bersama peguamcara plaintif dan defendan kedua dan bahawa baki sahaja daripada jumlah tersebut yang terjumlah kepada M$852,115.65 dibayar kepada plaintif. Nampaknya, pihak-pihak bersetuju kepada rancangan ini kerana defendan kedua hendak plaintif (sebagai sebuah syarikat asing) membekalkan jaminan untuk mematuhi award timbangtara.

Plaintif memfail satu saman dalam kamar pada 27 Januari 1991 memohon satu perintah mahkamah untuk pengeluaran wang yang dipegang dalam akaun bersama JC Fong & Benedict Lim dalam Hongkong & Shanghai Banking Corporation atas alasan bahawa proses timbangtara telahpun disempurnakan.

Plaintif berhujah bahawa proses timbangtara telah sempurna kerana penimbangtara, Encik WY Chin, memberi awardnya pada 13 Oktober 1988. Defendan kedua menentang permohonan dan berkata bahawa plaintif telah gagal membayar jumlah yang diaward oleh penimbangtara kepada defendan kedua dan menuntut hak mendapati faedah seperti diperintah oleh penimbangtara dalam kejadian keingkaran sedemikian dan juga faedah yang terakru (dan masih akru) dalam akaun bersama.

Diputuskan, membenarkan permohonan:

(1) Defendan kedua telah memohon kepada Mahkamah Tinggi di bawah s 23(1) Akta Timbangtara 1952 bagi penghantaran award penimbangtara bagi pertimbangan semula. Pada 17 Oktober 1990, permohonan ini telah ditolak dengan kos. Dalam keadaan ini, adalah sangat jelas dilihat bahawa award timbangtara adalah muktamad.

(2) Persoalan merujuk sebarang isu kembali kepada penimbangtara tidak timbul di sini kerana bila seorang penimbangtara membuat satu award yang sah, kuasanya sebagai seorang penimbangtara akan berakhir dan dengannya semua kuasa dan tugasnya dalam timbangtara dan dia adalah functus officio. Penimbangtara hanya boleh menjawab kepada isu-isu tertentu dengan persetujuan kedua-dua pihak atau melalui perintah mahkamah. Meskipun plaintif nampaknya telah memulakan dan mengambil langkah untuk menimbangtara lagi tuntutan defendan kedua untuk kes, tidak ada apa-apa dalam rekod yang menunjukkan bahawa defendan kedua bersetuju dengan langkah tersebut yang diambil oleh plaintif. Oleh itu, hujah defendan kedua bahawa isu kos beraneka jenis dan fee peguam yang perlu dibayar kepada defendan kedua dirujuk kembali kepada penimbangtara yang sama bagi keputusannya dalam satu timbangtara baru/akan datang tidak ada merit langsung.]

Case referred to
1 *Inland Revenue Commissioners* v *Hunter* [1914] 3 KB 423 (refd)

Legislation referred to
Arbitration Act 1952 ss 17, 19(2), 23(1)
Rules of the High Court 1980 O 59 r 12(b)

JC Fong for the plaintiff.
Benedict Lim for the second defendant.

Cur Adv Vult

Haidar J: This suit is filed by the plaintiff, Maeda Construction Co Ltd, for works carried out as a subcontractor in respect of a 12-storey building known as Bangunan Satok situated between Jalan Satok/Jalan Kulas in Kuching. This suit was settled on 6 March 1986 (see the consent court order at encl 56).

Under para (2) of the consent court order, the second and third defendants agreed to pay the plaintiff the sum of $1,878,002.95 *in full and final settlement of the plaintiff's claim*. However, since there is a pending arbitration proceeding between the plaintiff and the second defendant, it was agreed as per para (3) of the said consent court order that a sum of $1,026,887.30 out of the said sum of $1,878,002.95 be retained and held in a fixed deposit account with a licensed bank in Malaysia under the joint names of the solicitors of the plaintiff and the second defendant and that only the balance of the said sum amounting to $852,115.65 be paid to the plaintiff. It would appear that the parties agreed to the sum of $1,026,887.30 to be held in a joint account pending the outcome of the arbitration proceeding because the second defendant wanted the plaintiff (being a foreign company) to provide security to meet the arbitration award.

The plaintiff filed a summons-in-chambers (encl 58) on 28 January 1991 seeking an order of the court for the release of the money held in the joint account of JC Fong and Benedict Lim in the Hongkong and Shanghai Banking Corporation on the ground that the arbitration process had been completed.

According to the plaintiff, the arbitration process had been completed as the arbitrator, Mr WY Chin, gave his award on 13 October 1988 (see exh 'B1' to the affidavit filed at encl 58). The award reads :

> 1 The respondents (plaintiff) shall pay the claimant (second defendant) the sum of $390,117.30 within 21 days from the date of the receipt of the award, *failing which*, an interest at 8% per annum shall be added thereon until the actual date of receipt of the said payment by the claimant.
> 2 The counterclaim of the respondent brought against the claimant is dismissed hereof; and
> 3 The respondent and the claimant shall bear and pay in the ratio of 4:1 respectively, the cost of:
> (a) this award, the arbitrator's fees, disbursement and PAM's charges amounting to $49,857.48; and
> (b) the costs of this arbitration.

The second defendant, however, opposed the application alleging that the arbitration process has not been completed yet and that the plaintiff had initiated and taken steps to further arbitrate the second defendant's claim for costs. It is further alleged that the plaintiff failed to pay the sum awarded by the arbitrator to the second defendant and claims the right to get interest as ordered by the arbitrator in the event of such default and also interests accrued (and accruing) in the joint account. The application is supported by the affidavit of JC Fong. The second defendant filed two affidavits in opposition through Benedict Lim.

It would appear to me that the objections of the second defendant to the application of the plaintiff (encl 58) are based on two grounds, namely :

(1) that the arbitration proceeding is not over and there is a fresh/forthcoming arbitration; and
(2) that there is allegedly a sum of $1,046,240.66 due to the second defendant arising out of the arbitration proceeding and the fresh/forthcoming arbitration.

(1) *The arbitration proceeding is not over and there is a fresh/forthcoming arbitration*

The plaintiff contended that the arbitration proceeding was over and referred to the arbitration award exhibited as 'B1' to the affidavit of JC Fong (encl 58) to which I have set out in full earlier on. In fact the second defendant had applied to the High Court under s 23(1) of the Arbitration Act 1952 for the remission of the said award to the arbitrator for reconsideration. However, on 17 October 1990, Tan Chiaw Thong J, dismissed the second defendant's application with costs (see exh 'C' to encl 58). In that event it would clearly appear that the award of the arbitrator is final (see s 17 of the Arbitration Act 1952). The question of referring any issue back to the arbitrator does not arise here as when an arbitrator makes a valid award, his authority as an arbitrator comes to an end and with it his powers and duties in the arbitration and he is then functus officio (see Mustill and Boyd *Commercial Arbitration* pp 356-357). There is therefore no question of referring any issue back to the arbitrator unless with the consent of both parties to the arbitration (see *Inland Revenue Commissioners* v *Hunter*[1]). The arbitrator himself considered that he had no further jurisdiction on the matter when responding to the plaintiff's counsel's letter of 12 January 1991 pertaining to the dismissal of the second defendant's Originating Motion No KG 19 of 1988 (see exh 'BL7' and 'F') when he said:

> As I have no further jurisdiction as arbitrator for the reference, *I can only respond to specific issues by consent of both the parties or by order of the court.* (Emphasis added.)

No doubt, Mr Benedict Lim, counsel for the second defendant, submitted that the plaintiff, by the unqualified letter (exh 'BL7') would appear to have initiated and taken the steps to further arbitrate the second defendant's claim for costs but there is nothing on record to show that the second defendant agreed to such step taken by the plaintiff, and in any event, in view of the stand taken by the plaintiff in paras 18(i) and (ii) of the affidavit in reply (see encl 62) there is no prospect of any further arbitration by consent. In the circumstances, the issue of costs of the arbitration should be dealt with by the registrar of the High Court by virtue of s 19(2) of the Arbitration Act 1952 read with O 59 r 12(b) of the Rules of the High Court 1980 ('RHC'). In my view, the submission of Mr Benedict Lim that the issue of miscellaneous costs and legal fees payable to the second defendant be reverted to the same arbitrator for his decision in a *fresh forthcoming arbitration* has no merit whatsoever.

(2) *There is allegedly a sum of $1,046,240.66 due to the second defendant arising out of the arbitration proceeding and the fresh/forthcoming arbitration*

Mr JC Fong submitted that the second defendant has made the following claims which are extraneous to the arbitration award from the funds in the joint account:

(a) Miscellaneous costs	$225,000
(b) Costs of respondent	$112,500
(c) Interest accruing on the joint account	$77,341.20
(d) Interest from 29 October 1988 to 28 February 1991	$139,475.77
(e) Claimants' alleged legal fees	$83,400
	$637,716.97

Mr JC Fong submitted that the sums awarded by the arbitrator to the second defendant on 13 October 1988 are:

(a) the principal amount of the award of $390,117.30; and
(b) a further sum of $18,406.39 being reimbursement by the plaintiff to the second defendant of arbitrator's fees and expenses of the arbitration which the plaintiff has to pay to the second defendant under the terms of the award.

Therefore, according to Mr JC Fong, the total sum due to the second defendant, apart from the claim for costs yet to be taxed by the registrar, would be $408,523.69. This is the sum that the plaintiff has asked to be paid out to the second defendant in its summons-in-chambers application (encl 58).

I will now deal with the purported claims of the second defendant as disclosed in the affidavits in opposition filed therein.

(a) Miscellaneous costs of $225,000.

The arbitrator did not award this amount though it is pleaded by the second defendant in its amended statement of claim (see exh 'BL1' in encl 60). At most the arbitrator in his appraisal (exh 'B2' to encl 58) observed that this claim had to be further substantiated and the further and better particulars under this head were insufficiently detailed for assessment. In other words he could not therefore make an assessment of the costs claimed and was providing the basis for subsequent taxation rather than taxing the costs himself and thereby just award 'costs of arbitration'. According to 2 *Halsbury's Laws* (4th Ed) para 608, 'costs of arbitration' include the costs of the preparation of the submission, and of the proceedings before the arbitrator and the award besides the costs of the argument of a special case stated for the decision of the court pending the reference. In the circumstances, the miscellaneous costs would have to be taxed by the registrar as provided under O 59 r 12(b) of the RHC. However, it is to be noted that the arbitration agreement may direct the arbitrator to fix the costs in which case he must do so and cannot direct that they may be taxed in court, but there would appear to be no evidence of such a provision. An award of costs simpliciter is valid, although the amount of the costs is not fixed and is taxed between party and party. Since the arbitrator did not tax the amount of the costs of the arbitration in this case, such costs should be left to be taxed in the High Court as provided under the Arbitration Act 1952 and the RHC. In my view, costs of arbitration should be left to the registrar to tax on the application of the second defendant.

(b) Costs of respondent (plaintiff).

I do not know how this figure came about and it does not seem to be clear. In any event this sum was never awarded and would appear not to be within the contemplation of the award. I find no basis for this claim and in my view, it should be rejected accordingly.

(c) Interest on joint account.

The money in the joint account and kept in the Hongkong and Shanghai Banking Corporation so that it can earn interest until the arbitration between the plaintiff and the second defendant is settled is a term of a consent judgment in favour of the plaintiff. It was kept in the bank purely as security to ensure that any arbitration award in favour of the second defendant would be settled. As the money in the joint account, as agreed by the parties, is purely a security to ensure the payment of

money that may be awarded to the second defendant by the arbitrator, in my view, for all intent and purposes it is the plaintiff's money as it forms part of the consent judgment in favour of the plaintiff. Whatever interest that the arbitrator may order in favour of the second defendant will be deducted from this joint account accordingly. I therefore do not see how the second defendant can now claim the interest on the joint account when such money rightfully belongs to the plaintiff. In the circumstances such claim fails.

(d) Interest on the award.

The award was received by the second defendant on 28 October 1988 (see exh 'BL4'). According to para 1 of the award, the plaintiff was ordered to pay interest at 8% pa if it failed to pay the sum of $390,117.30 awarded in favour of the second defendant within 21 days of the receipt of the award until the actual date of the receipt of the payment by the second defendant as claimant. The second defendant claims interest of $139,475.77 under this head to be deducted from the joint account. The issue is — has the plaintiff failed to make the payment as ordered by the arbitrator? If it has, then the second defendant is entitled to claim the said interest sum. The date of the receipt of the award was 28 October 1988 and the payment will have to be made by 18 November 1988. From the affidavit of JC Fong and the letters annexed thereto (see encl 62) it is clear to my mind that the plaintiff's counsel took the necessary steps within the time prescribed by the arbitrator to effect payment by getting the consent of counsel for the second defendant to withdraw the sum held in the joint account. It was made clear to the second defendant's counsel that if he is not agreeable to the withdrawal of the said money for payment, then no interest shall be payable after the 21 days' grace for payment. The second defendant's counsel, instead of agreeing to the withdrawal of the money, intimated that the second defendant did not wish to receive the benefits under the award and was contemplating an appeal against the award (see exh 'D' to encl 62). In spite of the second defendant failing in its appeal to the High Court, the second defendant did not wish to take the money awarded to it by the arbitrator but instead wanted to try and have a fresh arbitration proceeding before the same arbitrator on its claim for costs. In any event as the money in the joint account is held under the joint names of JC Fong and Benedict Lim (counsel for the second defendant), it is obvious that by the second defendant's counsel withholding consent it is impossible for the money to be taken out for payment to the second defendant. Left with no choice, it is only right and proper for the plaintiff to file the present summons-in-chambers for an order of the court for payment as, by para 7 of the consent court order, a party is at liberty to apply. Therefore the claim of the counsel for the second defendant, that no money was ever tendered and the authorities relied on by him, is totally without merits. In the circumstances, I am of the view that it is deemed that the second defendant has forfeited or waived its rights to the interest claimed by it. In any event the plaintiff is not in breach of the order made under the award and the question of the payment of interest does not arise. Therefore it is not entitled to the claim of interest of $139,475.77.

(e) Second defendant's alleged legal fees.

In my opinion, the second defendant is only entitled to claim the alleged legal fees if the arbitrator were to order costs to be paid on a solicitor and client basis, which in this case he did not so order. In any event there is no evidence to show that there is a provision in the arbitration agreement that costs should be on a solicitor and client basis. Therefore the question of deducting this amount from the joint account does not arise and this claim fails.

(f) Security for costs.

I agree with the submission of Mr JC Fong that there is nothing in the Arbitration Act 1952 which allows a court of law to order security for costs of arbitration proceedings which had been concluded but the costs of which remains to be taxed by the registrar pursuant to O 59 r 12(b) of the RHC. It is also true that under s 351 of the Companies Act 1965 the court can only order a plaintiff (and not a defendant) in legal proceedings (including arbitration proceedings) to furnish security for costs. However, it is to be noted that we are here not dealing with security for costs in terms of the provisions of law but it is by way of one of the terms of the consent judgment in this suit. The term is that both parties agreed that a certain sum of the consent judgment be set aside to provide for 'security' in the event the second defendant is successful in the pending arbitration proceeding. Though the arbitration proceeding is deemed completed, there is yet the claim for costs of the arbitration proceeding to be taxed by the registrar. The costs, in my view, should be within the terms of the settlement of the consent judgment in this suit, that is, to provide 'security' to meet the arbitration award. It is only then proper that a certain sum be set aside to cover for the costs yet to be taxed by the registrar and the question is: how much of the fund should be set aside? Bearing in mind that the second defendant is owing costs (yet to be taxed) to the plaintiff in Originating Motion No KG 19 of 1988 (see exh 'G' to encl 58), I consider that a sum of $100,000 would be an appropriate sum that should be kept aside out of the sum of $1,026,887.30 (includ-

ing whatever interest accrued thereon) in the joint account. I therefore order that a sum of $100,000 be retained in the joint account presently held with the Hongkong and Shanghai Banking Corporation until the costs are taxed by the registrar.

For the reasons set out by me, I allow the application of the plaintiff in terms of its summons-in-chambers filed therein with costs except that a sum of $100,000 be retained as ordered by me for the purpose of 'security' for the payment of the costs yet to be taxed by the registrar.

Application allowed.

Solicitors: *Reddi & Co; Tiong Lim Wong & Co.*

Reported by *Kevin Mathews*

Puvaneswaran v Menteri Hal Ehwal Dalam Negeri, Malaysia & Anor

HIGH COURT (PENANG) — CRIMINAL APPLICATION NO 44-191-90
EDGAR JOSEPH JR J
25 MARCH 1991

Preventive Detention — Procedural rules — Non-compliance — Mandatory and directory rules — Whether r 3(2) of Public Order and Prevention of Crime (Procedure) Rules 1972 mandatory or directory — Effect of non-compliance with mandatory rule — Public Order and Prevention of Crime (Procedure) Rules 1972, r 3

Administrative Law — Procedural rules — Non-compliance — Mandatory and directory rules — Effect of non-compliance with mandatory rule

The applicant was detained under the Emergency (Public Order and Prevention of Crime) Ordinance 1969. At the Contingent Police Headquarters, Penang, a police officer attached to the Anti-Secret Societies Department had served upon the detainee one copy of Form 1 within the meaning of r 3(2) of the Public Order and Prevention of Crime (Procedure) Rules 1972. The detainee was at the same time informed of his right to make representations to the Advisory Board. The detainee was, later the same day, escorted to the detention centre at Pulau Jerejak, Pulau Pinang, where he was detained. At no time after the detainee was brought to the detention centre, did the officer-in-charge there make any attempt to comply with the requirements of r 3.

Held, allowing the application for habeas corpus:

(1) A distinction has to be made between procedural requirements which are of direct relevance to the detention order and those which are not, ie a distinction between procedural requirements which are 'directory' only and those which are 'mandatory'.

(2) If the requirements are vital and go to the root of the matter, they would be mandatory and therefore a breach thereof cannot be condoned. If the requirements are not mandatory, they would be directory only and a breach thereof could be condoned provided there is substantial compliance with the requirements read as a whole and provided no prejudice ensues.

(3) The requirements of r 3 for the delivery to a detainee of the requisite number of copies of Form 1 in which appear the grounds for his detention are not just a concession but a right designed to enable and not just to assist him in making representations to the Advisory Board. If he does not intend to engage counsel then he shall be provided with two copies of Form 1 — one for himself and one for the secretary of the Advisory Board. Without his own copy, he might be at a disadvantage in proceedings before the Advisory Board.

(4) Considering its importance and its relation to the general object intended to be secured by it, r 3 is mandatory and not merely directory.

(5) In this case, only one copy of Form 1 instead of the requisite two copies, were served upon the detainee. There was also no indication that the officer-in-charge of the detention centre had complied with the requirements of r 3, and in particular, r 3(2). There has therefore been a serious breach of the mandatory requirements of r 3(2) which renders the detainee's detention unlawful.

[Bahasa Malaysia summary

Sipemohon telah ditahan di bawah Ordinan Darurat (Ketenteraman Awam dan Pencegahan Jenayah) 1969. Di Ibupejabat Kontinjen Polis, Pulau Pinang, seorang pegawai polis yang bertugas dengan Jabatan Anti Persatuan Sulit telah menyampaikan kepada orang tahanan satu salinan Borang 1 menurut makna k 3(2) Kaedah-Kaedah (Prosedur) Ketenteraman Awam dan Pencegahan Jenayah 1982. Orang tahanan pada masa yang sama telah diberitahu haknya membuat representasi kepada Lembaga Penasihat. Orang tahanan itu, lewat hari yang sama juga, dibawa ke pusat tahanan di Pulau Jerejak, Pulau Pinang, di mana beliau ditahan. Tidak sekalipun selepas orang tahanan itu dibawa ke pusat tahanan pegawai yang bertugas mencuba menurut kehendak k 3.

Diputuskan, meluluskan permohonan untuk habeas corpus:

(1) Satu pembezaan mesti dibuat di antara kehendak prosedur yang relevan secara terus kepada perintah tahanan itu dan kehendak yang bukan sedemikian, iaitu satu pembezaan di antara kehendak prosedur yang hanya memberi arahan ('directory') dan kehendak yang mandatori ('mandatory').

(2) Jika kehendak itu adalah penting dan mempunyai kesan ke atas asas perkara itu, ia adalah mandatori dan ketidakpatuhan tidak boleh dibenarkan. Jika kehendak itu bukan mandatori, ia cuma memberi arahan (directory) dan ketidakpatuhan boleh dibenarkan asalkan terdapat kepatuhan secara substansial dengan kehendak-kehendak itu dibaca secara keseluruhan dan asalkan tiada prejudis berlaku.

(3) Kehendak k 3 berkenaan penyampaian kepada orang tahanan bilangan salinan Borang 1 yang diperlukan dalam mana tertulis alasan tahanannya, bukan hanya satu konsesi tetapi satu hak yang dirancang untuk membolehkannya, dan bukan hanya membantunya, membuat representasi kepada Lembaga Penasihat. Jika beliau tidak bertujuan mendapatkan peguambela, maka beliau harus diberikan dua salinan Borang 1 — satu untuknya sendiri dan satu untuk setiausaha Lembaga Penasihat. Tanpa salinannya sendiri, beliau mungkin berada dalam kedudukan yang kurang baik di prosiding di hadapan Lembaga Penasihat.